



**Declaration cum undertaking**

To,  
The Associate Vice President,  
MSD - Non Continuous Markets Group,  
National Stock Exchange of India Limited  
Bandra Kurla Complex, Bandra (E),  
Mumbai - 400 051

We, Bigshare Services Private Limited (Name of the RTA) having our office at - Office No. S6-2, 6<sup>th</sup> Floor, Pinnacle Business Park, Next to Ahura Centre, Mahakali Caves Road, Andheri East, Mumbai – 400 093. is RTA of Sabar Flex India Limited ("Issuer"), which has agreed to participate in the process of Public Issue of Equity Shares and convertibles on the platform launched by National Stock Exchange of India Limited ("the Exchange") and for that purpose, we declare and undertake as follows:

- i) We are a Registered Registrars to an Issue and Share Transfer Agents with SEBI and are also compliant with the applicable provisions of SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 01, 2018 which enables Unified Payments Interface as a payment mechanism with Application Supported by Block Amount (ASBA) for applications in public issues by retail individual investors/ subscribers through intermediaries.
- ii) We declare that we have entered into a valid agreement with the Issuer on 09<sup>th</sup> March, 2022 for reconcile the compiled data received from the stock exchange(s), all SCSBs and Sponsor Bank and finalise the basis of allotment.
- iii) We undertake to fulfil our responsibilities/ obligations as a RTA and receive the bid information from the Exchange, post validation/ reconciliation by the Sponsor Bank in the ASBA facility about the data on the status (successful block, pending block, invalid UPI IDs) of the mandates, the funds blocked for the bids made by the subscriber in a manner as prescribed by SEBI from time to time.
- iv) We, based on information of bidding and blocking received from the Exchange, shall undertake reconciliation of the bid data and block confirmation corresponding to the bids by subscribers and prepare the basis of allotment of the securities.
- v) We shall share the information of bid data and block confirmation with the Sponsor bank (through the Exchange) on or before T+3 day for credit of funds in the public issue account and unblocking of excess funds in the subscriber's bank account post allotment of the securities.
- vi) We undertake, agree and confirm that we shall not hold the Exchange responsible or liable for any damage, loss, defect due to the failure of computer systems, telecommunication network and other equipment installed at our office.
- vii) We confirm that we do not possess any history of defaults/ omissions, are not debarred in any way by any regulatory authority/s and have never been convicted of an offence involving dishonesty and fraud.
- viii) We confirm that we are not entangled in any insolvency, bankruptcy, compounding with creditors and/ or have got any other disciplinary action initiated by/ pending with any regulatory authority/s whatsoever.



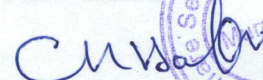


- ix) We undertake to execute and sign such documents, papers, agreements, covenants, bonds and/or undertakings as may be required by the Exchange from time to time.
- x) We undertake to conform to and abide by any other relevant laws, rules, regulations, directions and any other such statutory requirements of the Exchange, as may be necessary for us to adhere to and abide by for the purpose of providing the services as contemplated under the agreement entered with Issuer.
- xi) We understand that acknowledge that the Exchange shall act on our instructions and shall not be held liable for any claims and/ or damages of whatsoever nature arising out of a breach of any obligations by the subscriber/investor(s).
- xii) In case of any claims raised by the subscriber/investor(s) against the Exchange, the same may be forwarded to us and we shall defend the said claim on behalf of the Exchange at our cost and expenses.
- xiii) I/We understand the Exchange platform is provided on 'AS IS' basis and the Exchange will be acting based on the information provided by us and it is our responsibility to provide correct information to the Exchange. We acknowledge that the Exchange will not be responsible or liable for any loss, claim, liability that may arise on account of any incorrect / erroneous data / information provided by us.
- xiv) We undertake to indemnify the Exchange against any claims, loss or damage including liabilities arising out of failure to comply with the aforesaid clauses.
- xv) We shall abide by, comply with and be bound by the terms and conditions of the platform, rules and procedures as applicable and in existence or in force from time to time and any modification through any circular, order, direction, notice, instruction issued and in force from time to time.
- xvi) We shall maintain and preserve such information, records, books and documents pertaining to activities for such period as may be specified by SEBI from time to time and which shall be available for inspection and audit, as and when required.
- xvii) We hereby confirm and undertake that we are competent under the applicable laws in all respect to become a RTA, on behalf of the Issuer, for to participate in related activities.
- xviii) This Undertaking shall be subject to and construed and interpreted in accordance with the laws of India and I/We hereby submit to the exclusive jurisdiction of the Courts at Mumbai.

The undersigned RTA do hereby confirm that the information provided in the application form of the undersigned for RTA, is true and correct to the best of the knowledge and belief of the undersigned and that the above undertaking will be binding on the successors and permitted assigns of the undersigned.

Date: September 01, 2022

Place: Mumbai

  
(Authorized Signatory)